

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

Valuation of Security Assumption of Executory Contract or Unexpired Lease Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:

Dalton R. Davis

Case No.:

14-21887

Judge:

ABA

Debtor(s)

Chapter 13 Plan and Motions

<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Modified/Notice Required	Date: <u>March 25, 2019</u>
<input checked="" type="checkbox"/> Motions Included	<input type="checkbox"/> Modified/No Notice Required	

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

DOES DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: MR

Initial Debtor: DD

Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ \$2,554.00 per month to the Chapter 13 Trustee, starting on April 1, 2019 for approximately 4 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description:

Proposed date for completion: _____

Refinance of real property:

Description:

Proposed date for completion: _____

Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$
DOMESTIC SUPPORT OBLIGATION		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
Caliber Home Loans	254-256 North Pearl Street, Bridgeton, NJ	\$194,962.00	\$112,500.00	None	\$112,500.00	5%	\$127,380.83

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Select Portfolio Services	24 Collins Avenue, Pleasantville, NJ	\$84,900.00	Unknown
Carrington Mortgage	1543 North Valley Avenue Vineland, New Jersey	\$209,000 .00	Unknown
Wells Fargo	16 Northwood Drive Vineland, New Jersey	\$275,000.00	Unknown

f. Secured Claims Unaffected by the Plan NONE

The following secured claims are unaffected by the Plan:

Ocwen Loan Servicing, LLC: court approved loan modification on 219 South Second Street, Vineland, New Jersey

g. Secured Claims to be Paid in Full Through the Plan: NONE

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

Not less than \$ _____ to be distributed *pro rata*
 Not less than 0 _____ percent
 Pro Rata distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

Part 6: Executory Contracts and Unexpired Leases NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, *Notice of Chapter 13 Plan Transmittal* and valuation must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
Caliber Home Loans	254-256 North Pearl Street, Bridgeton, NJ	\$194,962.00	\$112,500.00	\$112,500.00	\$82,162.00

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- Upon confirmation
- Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

1) Ch. 13 Standing Trustee commissions

2) Administrative Expenses

3) Priority Claims

4) Secured Claims

d. Post-Petition Claims

The Standing Trustee is, is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 6/9/14 _____.

Explain below **why** the plan is being modified:

To surrender property located at 16 Northwood Drive, Vineland, NJ and reflect loan modification with Ocwen Loan Servicing on property located at 219 South Second Street, Vineland, New Jersey

Explain below **how** the plan is being modified:

To surrender property located at 16 Northwood Drive, Vineland, NJ and reflect loan modification with Ocwen Loan Servicing on property located at 219 South Second Street, Vineland, New Jersey

Are Schedules I and J being filed simultaneously with this Modified Plan?

Yes

No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: March 25, 2019

/s/ Dalton R. Davis

Debtor

Date: _____

/s/

Joint Debtor

Date: March 25, 2019

/s/ Moshe Rothenberg, Esq.

Attorney for Debtor(s)

In re:
Dalton R. Davis
Debtor

Case No. 14-21887-ABA
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
Form ID: pdf901

Page 1 of 2
Total Noticed: 30

Date Rcvd: Mar 26, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 28, 2019.

db +Dalton R. Davis, 16 Northwood Drive, Vineland, NJ 08360-4108
aty +Frances Gambardella, Zucker Goldberg & Ackerman, 200 Sheffield St, Suite 301,
Mountainside, NJ 07092-2315
cr +FNA Jersey BOI LLC, 575 Route 70, 2nd Floor, PO Box 1030, Brick, NJ 08723-0090
cr +HSBC BANK USA, NATIONAL ASSOCIATION, Stern & Eisenberg, PC, 1040 North Kings Highway,
Suite 407, Cherry Hill, NJ 08034-1925
cr +HSBC Bank USA National Association, Robertson, Anschutz & Schneid, P.L.,
6409 Congress Ave.suite # 100, Boca Raton, FL 33487-2853
cr +HSBC Bank USA, National Association, as Indenture, Stern & Eisenberg, PC,
1040 North Kings Highway, Suite 407, Cherry Hill, NJ 08034-1925
cr +Wells Fargo Bank, N.A., as Trustee, in trust for t, c/o Select Portfolio Servicing, Inc.,
3815 South West Temple, Salt Lake City, UT 84115-4412
514962235 +ALTAIR OH XIII, LLC, C O WEINSTEIN, PINSON, AND RILEY, PS, 2001 WESTERN AVENUE, STE 400,
SEATTLE, WA 98121-3132
514844523 +BJ'S Wholesale Club, P.O. Box 5230, Westborough, MA 01581-5230
514844522 Bank Of America, PO Box 25118, Tampa, FL 33622-5118
514844524 Calibur Home Loans, C/O Vericrest Financial Inc, 715 Metropolitan Ave,
Oklahoma City, OK 73108-2088
514844526 +Citibank, P.O. Box 769006, San Antonio, TX 78245-9006
514844527 +Debbie A Davis, 16 Northwood Drive, Vineland, NJ 08360-4108
517756430 +HSBC BANK USA, NATIONAL ASSOCIATION, AS INDENTURE, Ocwen Loan Servicing, LLC,
Attn: Bankruptcy Department PO Box 24605, West Palm Beach, FL 33416-4605
517751574 +HSBC Bank USA ,National Association, Robertson, Anschutz & Schneid, P.L.,
6409 Congress Avenue, Suite 100, Boca Raton, FL 33487-2853
514844529 +Ocwen Loan Servicing, P.O. Box 24738, West Palm Beach, FL 33416-4738
515579618 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300,
Highlands Ranch, Colorado 80129-2386
515579619 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300,
Highlands Ranch, Colorado 80129, Specialized Loan Servicing LLC,
8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
514844531 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
(address filed with court: Toyota Financial Services, PO Box 5855,
Carol Stream, IL 60197-5855)
514872842 Toyota Motor Credit Corporation, c o Becket and Lee LLP, POB 3001, Malvern, PA 19355-0701
515093780 +Wells Fargo Bank NA, Frenkel, Lambert, Weiss, Weisman & Gordo, 80 Main Street Ste 460,
West Orange, NJ 07052-5414
515087572 +Wells Fargo Bank, N.A., as Trustee, on behalf of t, c/o Select Portfolio Servicing, Inc.,
3815 South West Temple, Salt Lake City, UT 84115-4412
515096891 +Wells Fargo Bank, NA, c/o Zucker Goldberg & Ackerman, 200 Sheffield Street, Suite 301,
Mountainside, NJ 07092-2315
514844532 Wells Fargo Home Mortgage, PO Box 10335, Des Moines, IA 50306-0335

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Mar 27 2019 00:02:29 U.S. Attorney, 970 Broad St.,
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Mar 27 2019 00:02:24 United States Trustee,
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
Newark, NJ 07102-5235
514844528 E-mail/Text: mrdiscen@discover.com Mar 27 2019 00:01:11 Discover, 12 Reads Way,
New Castle, DE 19720-1649
514865183 E-mail/Text: mrdiscen@discover.com Mar 27 2019 00:01:11 Discover Bank,
DB Servicing Corporation, PO Box 3025, New Albany, OH 43054-3025
514844530 +E-mail/Text: jennifer.chacon@spservicing.com Mar 27 2019 00:03:46
Select Portfolio Servicing, Po Box 65250, Salt Lake City, UT 84165-0250
515096704 +E-mail/Text: ECMBKMail@Caliberhomeloans.com Mar 27 2019 00:03:36
The Bank of New York Mellon, as Trustee, c/o Caliber Home Loans, Inc., 13801 Wireless Way,
Oklahoma City, OK 73134-2500

TOTAL: 6

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr The Bank of New York Mellon, as Trustee for CIT Mo
cr* +Wells Fargo Bank, N.A., as Trustee, on behalf of t, c/o Select Portfolio Servicing, Inc.,
3815 South West Temple, Salt Lake City, UT 84115-4412
515097041 ##+Bank of America, N.A., Carrington Mortgage Services, LLC,
1610 East Saint Andrew Place, Suite B150, Santa Ana, CA 92705-4931
514844525 ##+Carrington Mortgage Services, 1610 E Saint Andrew Pl, Santa Ana, CA 92705-4931
TOTALS: 1, * 1, ## 2

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0312-1

User: admin
Form ID: pdf901

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Total Noticed: 30

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***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 28, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 25, 2019 at the address(es) listed below:

Andrew L. Spivack on behalf of Creditor Wells Fargo Bank, NA nj.bkecf@fedphe.com
Andrew L. Spivack on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com
Anthony L. Velasquez on behalf of Creditor FNA Jersey BOI LLC avelasquez@tryko.com
Denise E. Carlon on behalf of Creditor The Bank of New York Mellon, Et Al... dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com
Harold N. Kaplan on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION hkaplan@rasnj.com, informationathnk@aol.com
Harold N. Kaplan on behalf of Creditor HSBC Bank USA National Association hkaplan@rasnj.com, informationathnk@aol.com
Isabel C. Balboa on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
James Patrick Shay on behalf of Creditor WELLS FARGO BANK, N.A. jpshay@mdwcg.com, jpshay@gmail.com
Joshua I. Goldman on behalf of Creditor BANK OF AMERICA, N.A. jgoldman@kmllawgroup.com, bkgroup@kmllawgroup.com
Joshua I. Goldman on behalf of Creditor The Bank of New York Mellon, Et Al... jgoldman@kmllawgroup.com, bkgroup@kmllawgroup.com
Kevin M. Butterly on behalf of Creditor The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1 bkyefile@rasflaw.com
Moshe Rothenberg on behalf of Debtor Dalton R. Davis mosherothenbergbkesq@gmail.com, alyson@mosherothenberg.com;ajohn880@gmail.com
Rebecca Ann Solarz on behalf of Creditor THE BANK OF NEW YORK MELLON Et Al... rsolarz@kmllawgroup.com
Sean M. O'Brien on behalf of Creditor Wells Fargo Bank, N.A., as Trustee, in trust for the registered holders of MASTR Asset Backed Securities Trust 2007-NCW, Mortgage Pass-Through Certificates DMcDonough@flqlaw.com
Sean M. O'Brien on behalf of Creditor Wells Fargo Bank, N.A., as Trustee, on behalf of the registered holders of MASTR Asset Backed Securities Trust 2007-NCW, Mortgage Pass-Through Certificates Series 2007-NCW DMcDonough@flqlaw.com
Sindi Mncina on behalf of Creditor HSBC Bank USA National Association smncina@rascrane.com
Sindi Mncina on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION smncina@rascrane.com
Steven K. Eisenberg on behalf of Creditor HSBC Bank USA, National Association, as Indenture Trustee, by its servicing agent, Ocwen Loan Servicing, LLC bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com;skelly@sterneisenberg.com;bkecf@sterneisenberg.com
Steven K. Eisenberg on behalf of Creditor The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1 bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com;skelly@sterneisenberg.com;bkecf@sterneisenberg.com
Steven K. Eisenberg on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com;skelly@sterneisenberg.com;bkecf@sterneisenberg.com
Steven P. Kelly on behalf of Creditor HSBC Bank USA, National Association, as Indenture Trustee, by its servicing agent, Ocwen Loan Servicing, LLC skelly@sterneisenberg.com, bkecf@sterneisenberg.com
Steven P. Kelly on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION skelly@sterneisenberg.com, bkecf@sterneisenberg.com

TOTAL: 23